

Electronically Recorded

Official Public Records

Tarrant County Texas

8/24/2010 1:50 PM

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Suzanne Henderson

PGS 8 \$44.00

Submitter: SIMPLIFILE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

L0555211

Electronically Recorded

CORRECTION OF OIL, GAS AND MINERAL LEASE Chesapeake Operating, Inc.

WHEREAS, on April 30th, 2007, an Oil, Gas and Mineral Lease ("Subject Lease") was entered into by and between Chad Austin Maddox and wife, Jennifer Jordan Maddox ("Lessor"), and Dale Property Services, L.L.C., whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, ("Lessee") and recorded in the Deed Records of Tarrant County, Texas, as Document No. D207169992.

WHEREAS, the Subject Lease has been included in the following conveyances:

Conveyance by and between Dale Property Services, L.L.C. as grantor and Chesapeake Exploration Limited Partnership (now Chesapeake Exploration, L.L.C. by merger) as grantee recorded as Document No. D207376397, Deed Records, Tarrant County, Texas.

Partial Assignment and Bill of Sale by and between Chesapeake Exploration Limited Partnership as assignor and Parallel L.P. (now Parallel Petroleum, L.L.C.) and Wes-Tex Drilling Company, L.P. as assignee, recorded as Document No. D208127284, Deed Records, Tarrant County, Texas.

Partial Assignment by and between Chesapeake Exploration, L.L.C. as assignor and Total E&P USA, Inc. as assignee recorded as Document No. D210019134, Deed Records, Tarrant County, Texas.

Whereas, Total E&P USA, Inc. whose address is 1201 Louisiana Street, Suite 1800, Houston, TX 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned lease and desires to amend the lease as follows:

WHEREAS, the aforementioned assignees and grantees are collectively referred to as "Assignees."

And now, all right, title, and interest in the Subject Lease is now owned by Assignees, thereby authorizing Assignees to investigate, explore, prospect, drill, and produce oil and gas (reserving to Lessor under the Subject Lease the usual

royalties), upon the lands situated in Tarrant County, Texas, as further described in the Subject Lease.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to April 30th, 2011, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

WHEREAS, the Subject Lease incorrectly describes the royalty percentage as one-fifth (1/5).

WHEREAS, Lessor and Assignee desire to execute this instrument in order to correct the aforementioned mistake by correcting the royalty percentage thereon as follows:

Any reference of one-fifth (1/5) royalty percentage shall now be corrected to read one-fourth (1/4).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and confessed, Lessor wishes to correct the aforementioned Oil, Gas and Mineral Lease and does hereby grant, devise, lease and let unto Assignees the acreage as described above, as amended, subject to and in accordance with all of the terms and provisions of said Subject Lease.

It is understood and agreed by all parties hereto that in all respects, the Subject Lease and the provisions thereto, are in full force and effect and each of the undersigned does hereby correct, revive, ratify and confirm the Subject Lease, as herein stated.

This Correction of Oil, Gas and Mineral Lease shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, legal representatives, successors and assigns.

To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or

account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

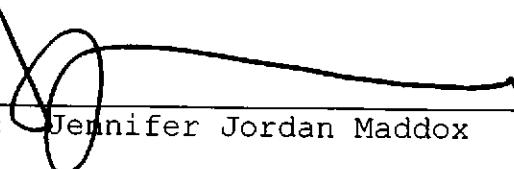
IN WITNESS WHEREOF, this instrument is dated and made effective as of the date of the Subject Lease as set forth above.

Executed this 26 day of APRIL, 2010, but for all purposes, to be effective as of the 30th day of April, 2007.

LESSOR: Chad Austin Maddox and wife, Jennifer Jordan Maddox



By: Chad Austin Maddox

By:  Jennifer Jordan Maddox

ASSIGNEES:

CHESAPEAKE EXPLORATION, L.L.C.

By: _____

Henry J. Hood
Its: Senior Vice President Land
and Legal & General Counsel

H.J.H.

cc

PARALLEL PETROLEUM LLC

By: _____

John S. Rutherford, Vice President

account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, this instrument is dated and made effective as of the date of the Subject Lease as set forth above.

Executed this 10th day of June, 2010, but for all purposes, to be effective as of the 30th day of April, 2007.

LESSOR: Chad Austin Maddox and wife, Jennifer Jordan Maddox

By: Chad Austin Maddox

By: Jennifer Jordan Maddox

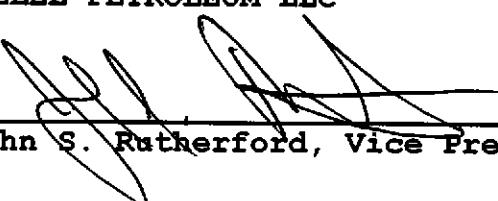
ASSIGNEES:

CHESAPEAKE EXPLORATION, L.L.C.

By: 
Henry J. Hood
Its: Senior Vice President Land
and Legal & General Counsel

ppm
M.R.
QA

PARALLEL PETROLEUM LLC

By: 
John S. Rutherford, Vice President

WES-TEX DRILLING COMPANY, L.P.

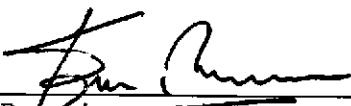
By: Wes-Tex Holdings, LLC, General Partner

By:


David Morris, Executive Vice President

TOTAL E&P USA, INC., a Delaware corporation

By:


Eric Bonnin, Vice President - Business Development and
Strategy



ACKNOWLEDGMENTS

STATE OF TEXAS \$

\$

COUNTY OF TARRANT \$

This instrument was acknowledged before me on the _____ day
of _____, 2010 by **Chad Austin Maddox**.

Notary Public, State of Texas

Notary's Name:

Notary's Commission expires:

STATE OF TEXAS \$

\$

COUNTY OF TARRANT \$

This instrument was acknowledged before me on the _____ day
of _____, 2010 by **Jennifer Jordan Maddox**.

Notary Public, State of Texas

Notary's Name:

Notary's Commission expires:

WES-TEX DRILLING COMPANY, L.P.
By: Wes-Tex Holdings, LLC, General Partner

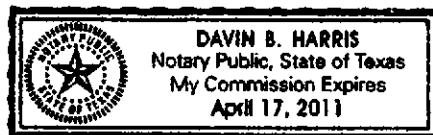
By: David Morris, Executive Vice President

TOTAL E&P USA, INC., a Delaware corporation

By: Eric Bonnin, Vice President - Business Development and
Strategy

ACKNOWLEDGMENTS

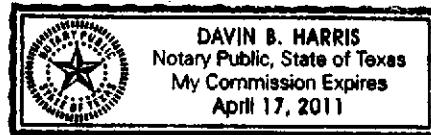
STATE OF TEXAS \$
 \$
COUNTY OF TARRANT \$



This instrument was acknowledged before me on the 26th day
of APRIL, 2010 by **Chad Austin Maddox**.

Davin B. Harris
Notary Public, State of Texas
Notary's Name:
Notary's Commission expires:

STATE OF TEXAS \$
 \$
COUNTY OF TARRANT \$



This instrument was acknowledged before me on the 26th day
of APRIL, 2010 by **Jennifer Jordan Maddox**.

Jennifer Jordan Maddox
Notary Public, State of Texas
Notary's Name:
Notary's Commission expires:

STATE OF OKLAHOMA \$
 \$
COUNTY OF OKLAHOMA \$

This instrument was acknowledged before me on this 10th day of June, 2010, by Henry J. Hood, as the Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., successor by merger to Chesapeake Exploration Limited Partners, on behalf of said limited liability company.

Given under my hand and seal the day and year last above written.

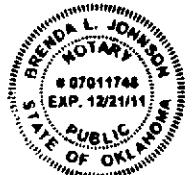
Brenda L. Johnson

Notary Public, State of ~~Texas~~ Oklahoma

Notary's name:

Notary's Commission Expires:

STATE OF TEXAS \$
 \$
COUNTY OF MIDLAND \$



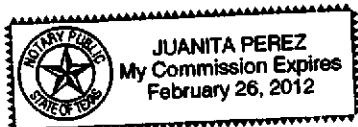
The foregoing instrument was acknowledged before me on May 7th, 2010, by John S. Rutherford, Vice President of Parallel Petroleum LLC, a Delaware limited liability company, on behalf of said company.

Juanita Perez

Notary Public, State of Texas

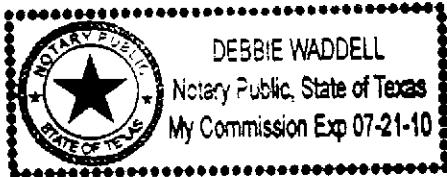
Notary's name:

Notary's Commission Expires:



STATE OF TEXAS \$
 \$
COUNTY OF TAYLOR \$

The foregoing instrument was acknowledged before me on
May 7, 2010, by David Morris, Executive Vice President of Wes-Tex Holdings, LLC, General Partner of Wes-Tex Drilling Company, L.P., a Texas limited partnership, on behalf of said corporation.

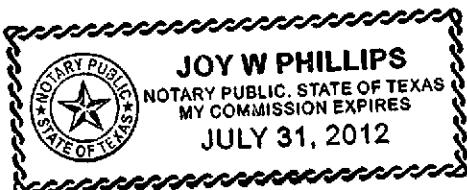


DEBBIE WADDELL
Notary Public, State of Texas
My Commission Exp 07-21-10

Debbie Waddell
Notary Public, State of Texas
Notary's name:
Notary's Commission Expires:

STATE OF TEXAS)
)
COUNTY OF HARRIS)

16th The foregoing instrument was acknowledged before me this day of August, 2010, by Eric Bonnin as Vice President - Business Development and Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and behalf of such corporation.



JOY W PHILLIPS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 31, 2012

Joy Phillips
Notary Public, State of Texas
Notary's name:
Notary's Commission Expires:

PLEASE RETURN TO:
Dale Property Services, L.L.C.
ATTN: SHANNON GRAY
3000 Altamesa Blvd., Suite 300
Fort Worth, TX 76133

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154